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1986-89 AGREEMENT

between the

MADISON BOARD OF EDUCATION

and the

MADISON EDUCATION ASSOCIATION, INC.

(includes secretaries)

X July 1, 1986 - June 30, 1989

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1986-89 AGREEMENT
between the
MADISON BOARD OF EDUCATION
and the
MADISON EDUCATION ASSOCIATION, INC.

This agreement entered into this 2nd day of September, 1986 by and between the Board of Education of the Borough of Madison, New Jersey, hereinafter called the "Board," and the Madison Education Association, Incorporated, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Madison School District is their mutual aim, and

WHEREAS, the qualifications and morale of employees are highly important in the attainment of such objectives, and

WHEREAS, the establishment of mutual understandings as to terms and conditions of employment contribute to high employee morale, and

WHEREAS, The Board and the Association have agreed to negotiate, pursuant to Chapter 123, Public Laws 1974, each has the obligation to negotiate only with the duly recognized representative or representatives of the other with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

PART A — TEACHERS

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the identified certificated personnel under contract including:

Classroom teachers	Psychologist
Heads of departments	Guidance Counselors
Art	Learning Disability/ Teacher Consultant
Music	Librarians
Physical Education	Reading Teacher
Social Worker	Speech Therapist
Director of Guidance	
Nurses	

Certificated personnel not listed above are excluded.

- B. Unless otherwise indicated, the term 'teacher' when used hereinafter in this Agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as above defined.

ARTICLE II NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, and its amendments under Chapter 123, Public Laws of 1974, in a good faith effort to reach an agreement on matters concerning terms and conditions of employment. Such negotiations shall begin not earlier than 1 August nor later than 1 October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall not be effective unless reduced to writing and signed by authorized representatives of the Board and the Association.
- B. Each party will give consideration to the other's requests for available information relevant to negotiable items.
- C.
 - 1. Representatives of the Administration and the Association shall meet as the need arises at mutually agreeable times for the purpose of reviewing and discussing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 - 2. Each party shall submit to the other an agenda in advance.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by an individual teacher or group that as to him or them there has been a violation, misinterpretation, or inequitable application of a specific article or section of this Agreement, or of an adopted policy of the Board, or of an administrative decision affecting said teacher or group. The Association may process such a grievance although the aggrieved person does not wish to do so.

The term "grievance" shall not be deemed applicable in the following instances:

- a. The failure or refusal of the Board to renew a contract for a non-tenure employee;
 - b. In matters where, at any step, a method of review is prescribed by law or by a rule or regulation of the State Board of Education;
 - c. In matters where the Board is without authority to act.
2. An "aggrieved person" is the person or persons making the claim.
 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 4. The term "immediate" superior means the person to whom the "aggrieved" is directly responsible.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the prob-

lems which may from time to time arise affecting the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
3. An aggrieved person shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence of the alleged grievance. Failure to act within this period shall be deemed to constitute abandonment of the grievance.
4. The filing and pendency of a grievance shall in no way affect the normal relationship or responsibility under his contract of a teacher with his superiors.

5. Level One

A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

Where a Department Head is the immediate superior then the grievance shall first be discussed with such superior and then if the aggrieved is not satisfied it shall be discussed with the principal.

In the event of a grievance alleged by a teacher, or a group of teachers, not subject to the jurisdiction of any one principal, the Superintendent shall be considered the immediate superior.

6. Level Two

If the aggrieved is not satisfied with the disposition of his grievance at Level One within five (5) school days from the determination, or if no decision has been reached within five (5) school days after presentation of the grievance it may be submitted in writing by the aggrieved or by the chairman of the Association's Committee on Professional Rights and Responsibilities, to the office of the Superintendent of Schools for determination. The grievance shall specify:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of the dissatisfaction with the Level One determination.

A copy of the writing shall be furnished by the aggrieved to the principal and/or the immediate superior of the aggrieved.

Within eight (8) school days from the receipt of the grievance (unless a different period is mutually agreed to) the Superintendent shall hold a hearing at which all parties shall have the right to be heard.

Within eight (8) school days, following the completion of this hearing the Superintendent shall advise the teacher and his representative of his determination.

7. Level Three

In the event that the Superintendent fails to act or if the determination by him is deemed unsatisfactory by the aggrieved, within eight (8) school days of his failure to act or within eight (8) school days of his determination, an appeal may be made to the Board of Education.

If an appeal is taken to the Board there shall be submitted by the appellant:

- a. The specifications called for under Level Two;
- b. A statement setting forth the appellant's dissatisfaction with the Superintendent's determination.

A copy shall be furnished to the Superintendent and to the principal and immediate superior of the appellant.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.

The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the teacher, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

8. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board of Education, and if the grievance arises out of the interpretation of a specific article or section of this agreement, he may request in writing that the Association submit his grievance for arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twelve (12) school days after receipt of a request by the aggrieved person.
- b. Within eight (8) school days after such written notice of submission to arbitration, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power to authority to

make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Whenever the teacher appears with a representative the Board shall have the right to designate a Board representative to participate at any stage of the grievance procedure.
2. A teacher and his representatives processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

E. Miscellaneous

1. Necessary forms for the administration of this grievance procedure shall be prepared by the Board of Education in consultation with the Association.
2. Hearings and meetings under this procedure shall be closed sessions except to parties in interest.

ARTICLE IV TEACHER RIGHTS

Nothing in this Agreement shall be interpreted in any way to deprive an employee of his civil rights granted under applicable Federal or State laws.

Whenever any teacher is required to appear before the Superintendent, Board, or any committee thereof, in response to formal charges, he shall be given prior written notice and shall be entitled to have representatives of his professional associations present to advise him and represent him during such meeting or interview.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. To the extent that reasonable scheduling adjustments can be made and that there be no additional cost to the Board the current President of the Association shall be given up to five (5) periods per week as released time to aid him in fulfilling the duties and obligations of his office. The time schedule would be worked out in consultation with the principal of his building.
- B. The Association shall have the privilege of meeting with newly hired teachers as part of their orientation program.

ARTICLE VI BOARD RIGHTS

Except as otherwise provided in this Agreement and under provisions of applicable laws of the State of New Jersey, the Association recognizes that the Board retains the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the Madison Borough School District.

ARTICLE VII SCHOOL CALENDAR

- A. The Administration will give consideration to Association recommendations regarding the establishment of the annual school calendar and any changes necessary during the school year.
- B. The in-school work year of the teachers employed on a ten (10) month basis (other than new personnel who may be requested to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-five (185) days, and for those on a twelve (12) month basis shall not exceed two hundred twenty (220) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. Teachers are expected to devote to their assignments the time necessary to meet their responsibilities.
 - 2. Unless an individual's assigned responsibility requires an exception, all teachers shall be in their rooms or offices ready to receive students when the students are admitted into the building. Staff arrival time shall be no later than 7:45 a.m. for the High School and Junior School, and 8:20 a.m. for elementary schools.
 - 3. Every teacher shall have a duty free lunch period of at least thirty (30) minutes unless the standard lunch period for students is for a shorter period of time.
 - 4. The minimal school day extends to thirty (30) minutes after the dismissal of students. An individual request for exception may be granted by the school principal.

5. Whenever a single session day is scheduled the standard dismissal time for students will be: High and Junior Schools 12 noon, kindergarten 10:40 a.m. and 12:45 p.m., elementary 12:45 p.m.
- B.
1. Teachers will normally be scheduled for not more than twenty-seven and one-half ($27\frac{1}{2}$) hours of instruction per week.
 2. Under normal circumstances teachers in grades seven through twelve will not be assigned to teach in more than two broad subject disciplines.
 3. Within the limitations of available facilities classroom teachers will not be assigned to more than three different classrooms in one day.
 4. Department heads will normally be scheduled for a reduced teaching load from that of full time teachers giving consideration to the several departmental responsibilities and details necessary for the administering of the department. Under normal circumstances department heads will not be assigned involuntarily to homeroom or study hall duties.
 5. Teachers who are denied a preparation period during any day because of assignment to class teaching substitution shall receive, for each occasion, compensation of thirteen dollars (\$13) in the first two years of this contract and fifteen dollars (\$15) in the third year of this contract.
- C.
- Teachers will reserve Monday afternoons for professional meetings scheduled by the Administration. If additional meetings are required they will be arranged between the Administration and the Executive Committee of the Association. Meetings will terminate no later than 4:45 p.m. in the elementary schools; and 4:10 for teachers in the Junior School and the High School.
- D.
- When fall and spring parental conferences are scheduled for grades kindergarten through six, two (2) days of single session shall be scheduled. Conference time would be from 1:30 p.m. to 3:45 p.m. on such days.

- E. Elementary teachers whenever possible shall be so scheduled as to relieve them of class responsibility for five (5) thirty (30) minute periods each full work week for use as a preparation period. Teachers in the junior school and high school will be scheduled for at least one (1) regular length period each day as a preparation period.

ARTICLE IX NON-TEACHING DUTIES

- A. The Board and Association acknowledge that a teacher's primary responsibility is to teach and to develop and maintain a positive and effective learning climate within his school. Clerical, custodial, or other non-direct teaching functions which are not class related will be held to the minimum practical in relation to the efficient operation of the schools necessary to achieve our mutual goal of providing the best possible education for the children of the community.
- B. Teachers authorized to use their personal cars for official business will be reimbursed at the rate of twenty-five cents (25¢) per mile during the term of the contract.

ARTICLE X SALARIES

- A. The salaries for teachers covered by this Agreement are set forth in Schedule A. Salaries for extra curricular activities are set forth in Schedule B.
- B. Newly employed teachers shall be placed on the proper step of the appropriate preparation guide in accordance with the following:

1. Those with no teaching experience shall be employed at the minimum salary except that credit may be given for experience evaluated by the Superintendent to be of direct educational value to the school system.
 2. Those with previous teaching experience in an accredited educational institution will normally be given full credit for such experience except that actual credit shall be determined by the Superintendent on the basis of his evaluation.
 3. Credit for up to four (4) years military service shall be given, as provided by Federal and State law. Credit shall be given, as determined by the Superintendent, for Peace Corps, Vista, National Teacher Corps, Job Corps, or time spent on a Fulbright Scholarship.
- C.
1. The procedure from minimum to maximum, assuming satisfactory service, shall be in accordance with the schedule attached.
 2. Salary increases as indicated in the guide represent the general policy for teachers who show evidence of satisfactory continued professional improvement and development.
- D.
1. The performance of each teaching staff member shall be evaluated annually by the members of the administrative supervisory staff responsible for the individual's supervision. This evaluation shall consider the individual's total contribution to the school with major emphasis placed upon the performance in the classroom and its effect on the learning of the pupils.

2. Individual written recommendations regarding the contributions made by all professional staff members will be forwarded to the Superintendent by each building principal during February of each year. A copy of the recommendations will be given to the staff member concerned.
 3. Upon reaching the final determination the Board of Education through the Superintendent shall notify in writing each staff member of this decision by 30 April. Included shall be the preparation level, years of teaching, military service credit, the place on the guide. Any teacher not being retained may have a statement in writing from the Superintendent of reasons if he so requests of the Superintendent in writing.
- E. A person during such time as he/she is officially designated as head of department and whose duties include supervisory or administrative responsibility will be paid \$2200 in the 1986-87 school year, \$2350 in the 1987-88 school year, and \$2550 in the 1988-89 school year.
- F. 1. It is assumed that every teacher will carry a "normal school day load" which will include, in addition to the normal teaching assignments and responsibilities, participation in a fair share of extra-curricular activities which do not regularly call upon a teacher to remain later than 4:10 for High School and Junior School, 4:30 for the elementary schools, as well as those that call for only occasional evening assignments.
2. Activities that require regular attendance after 4:10 for High School and Junior School; 4:30 for the elementary schools, or in the evening, or on weekends, are generally regarded as qualifying for consideration for extra compensation. Assignments qualifying for extra compensation activities shall be made by the administration, and shall be for not longer than one school year, but may be renewed. Extra compensation shall, at no time, become a part of the teaching salary. See Schedule B for payment of extra-curricular activities for the 1986-87, 1987-88, and 1988-89 school years.

3. Teachers not covered under Schedule B who supervise students in school-sponsored activities outside of regular school hours shall be compensated at \$12 per hour. A list of activities shall be submitted by the MEA for approval at the beginning of each school year. Should an unanticipated activity develop during the school year, it is to be presented to the administration for approval.

- G. Teachers may individually elect to have a portion of their monthly salary deducted from their pay. The money so deducted will be deposited in Tri-Co Federal Credit Union credited to, and the responsibility of, the individual teacher.

ARTICLE XI TEACHER ASSIGNMENT

Notice of assignment for the following year will be given prior to closing of school. If a subsequent change in assignment is necessary the decision will be discussed with the person concerned as soon as possible

ARTICLE XII TRANSFER AND RE-ASSIGNMENT

- A. Known vacancies will be publicized throughout the system. Teachers interested in a transfer or reassignment for the next year may so indicate through completing the proper section of the annual notice of intent distributed by the Superintendent each January. In filling such vacancies consideration shall be given to qualified teachers employed by the Board. All reassignment or transfer requests will be given careful consideration. However, final determination shall rest with the Board. The Superintendent will notify each candidate of his status prior to the Board's action.
- B. When the Superintendent has determined that a transfer is required he will consider the teacher's level and quality of

training, competency, length of service, experience in similar positions, suitability for the new assignment and other evidences of proven effectiveness, before making recommendations for reassignment to the Board.

ARTICLE XIII PROMOTION

Known vacancies will be publicized throughout the system. Applications of all qualified personnel will be given careful consideration. The Superintendent will notify each candidate of his status prior to the Board's action.

ARTICLE XIV EVALUATION

- A.
 - 1. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
 - 2. Teachers shall be evaluated by properly certified members of the Administrative staff and/or Department Chairmen.
 - 3. Observations of a teacher's performance shall be made as often as necessary in order to provide the observer with an accurate and valid appraisal of the teacher's effectiveness.
 - 4. A teacher shall be given a copy of any observation report prepared by his observer. The teacher shall be given the opportunity to provide a written reaction to the observation if he so requests.
 - 5. The reports shall include the strengths as well as the weaknesses of the teacher, and specific suggestions for improvement.

6. Prior to the final report of evaluation and recommendation by the principal to the Superintendent every teacher shall have received a minimum of one observation report.
 7. The principal's annual evaluation and recommendation to the Superintendent will be made known to the teacher prior to receipt of his contract for the succeeding year.
- B. A teacher shall have the right, upon request, to review the contents of his personnel file.

ARTICLE XV FACILITIES

- A. The Board will continue its efforts to keep the school reasonably and properly equipped and maintained. When practicable and possible a lounge and/or work room will be made available in each building.
- B. Itinerant teachers will, whenever possible, have storage facilities in each building serviced and have a desk and file cabinet available at their home base.
- C. Consideration will be given to the request for use of food vending machines. The Association would assume full responsibility for the financing, installation, maintenance, and replenishment of such machines. They would be located in the areas not available to students. Net proceeds would be contributed to the Association's scholarship fund for Madison High School students.
- D. Buildings are open to teachers the following hours on school days. Teachers returning to their assigned building after buildings are closed shall make prior arrangements with the Building Principal in order to maintain proper building security.

Elementary	7:00 a.m.-9:00 p.m.
Junior School	7:00 a.m.-9:00 p.m.
High School	7:00 a.m.-9:00 p.m.

**ARTICLE XVI
TEACHER-ADMINISTRATION-LIAISON**

- A. The Association shall select a Liaison Committee for each school building, where the need is indicated by the teachers, which shall meet with the principal at least once a month during the school day for the duration of the school year to review and discuss local school problems. Said committee shall consist of not more than one (1) member for every ten (10) teachers in the school building, but shall in no event have less than three (3) members.
- B. The Association's building representatives to the Round Table along with the President and Vice President shall meet with the Superintendent and designated staff at least once a month during the school year to review and discuss current school problems and practices. The Superintendent may, at his discretion, call upon the Building Principals to attend. A copy of the minutes of this meeting shall be forwarded to the Association President, Vice President, and each Round Table representative..

**ARTICLE XVII
LEAVES OF ABSENCE**

- A. All contract teachers shall be entitled to sick leave according to the following schedule:
 - 1. All contract teachers employed on a ten (10) month basis shall be allowed sick leave with full pay for ten (10) school days during the in-school work year.
 - 2. All contract teachers employed on an eleven (11) month basis shall be allowed sick leave with full pay for eleven (11) days during the in-school work year.
 - 3. All contract teachers employed on a twelve (12) month basis shall be allowed sick leave with full pay for twelve (12) days during the in-school work year.
 - 4. All teachers shall be allowed sick leave with full pay for two (2) additional days during the in-school work year.

5. If any such person requires in any contract year less than the number of days of sick leave with pay allowed, all days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

6. Unit members shall be given a written accounting of accumulated sick days no later than September 15 of each school year.

B. A sabbatical leave may be granted to a teacher by the Board of Education for advanced study, including study in another area of specialization, for extended travel, or for any other reason of value to the school system, subject to the following conditions:

1. Proposal is recommended by the Superintendent of Schools.

2. Sabbatical leave may be requested by certificated personnel after completion of five consecutive years of service in the Madison Public Schools.

3. Sabbatical leaves may be granted to a maximum of two per cent (2%) of teachers at any one time.

4. Persons who have completed a sabbatical leave program shall become eligible for consideration again after completing an additional seven (7) consecutive years of service.

5. Requests for sabbatical leave for the subsequent academic year must be received by the Superintendent in writing no later than February 1. Action will be taken on all such requests no later than the regular meeting of the Board of Education in March.

6. The Board will grant the person on leave full pay for one-half school year or half-pay for one full school year.

7. Upon return from sabbatical leave a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

8. The recipient of a sabbatical leave will help the substitute, supervisors and administrators plan activities to be carried out during his absence.
 9. The recipient will agree by signed contract prior to going on leave status to return and assume his professional responsibilities in the Madison Public Schools for at least the next three (3) succeeding years or repay to the Board the stipend granted during his leave at the rate of one-third (1/3) of the total for each year not worked.
 10. Teachers on a full school year sabbatical leave shall notify the Superintendent of intent to return by 1 February. Teachers on one-half school year sabbatical leave from September to January shall notify the Superintendent of intent to return by 15 November; teachers on one-half school year sabbatical leave from February to June shall notify the Superintendent of intent to return by 15 April.
- C. At the discretion of the Superintendent a leave of absence at full salary in any academic year may be granted for religious, legal, business, household or family matters of such a nature as cannot be cared for during out-of-school hours.
- D. Requests for leaves of absence for one school year to permit teachers to participate in the international educational exchange program or similar government sponsored programs carried on by the Department of State will be considered. The maximum number of teachers granted leave to participate under this provision may not exceed three (3) in any one year. Requests will be considered in the order in which they are received.
1. The matter of leave with pay or leave without pay will be stated as one of the provisions of the request since conditions of the international educational exchange program vary.
 2. Permission to participate in the international exchange program will be granted not more than once in seven (7) years to any one teacher.

3. Requests will be limited to teachers on tenure.
4. Personnel participating in the international educational exchange program will receive experience credit on the salary guide.

E. A leave of absence without pay may be given to tenure teachers upon request to the Board for a person who is to engage in full time graduate study, or who joins the Peace Corps, VISTA, or the National Teacher Corps. Such leave is not to exceed one (1) academic year, except two (2) years for Peace Corps. A teacher will be granted full credit for salary purposes for the time involved.

F. Maternity leave without pay will be granted to a tenure teacher for the remainder of the academic year. If the teacher so requests, the Board may approve a renewal of the leave for not more than the succeeding full academic year. Time on maternity leave shall not be credited for salary purposes.

A short term maternity leave of absence without pay will be granted to a non-tenure teacher for a specific period which considers both medical evidence and administrative feasibility. Time on maternity leave shall not be credited for achieving tenure status or salary purposes.

It is the responsibility of the pregnant teacher to notify the Superintendent of her condition as soon as possible and to present a doctor's statement of her fitness to continue to work. She may continue in her assignment until the Superintendent is notified by a medical doctor that her leave should commence.

The Board agrees to abide by existing decisions of New Jersey and Federal courts and New Jersey and Federal statutes in the application of this leave provision.

G. Military leave shall be given for active and training duties as prescribed by applicable statutes. Full credit shall be given for salary purposes but such leave time shall not be creditable toward fulfillment of the three (3) year probationary period.

- H. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual request.
- I Teachers resigning from the district after 15 years service in the district at the time of termination, or, teachers retiring from the district under the New Jersey Teachers Pension and Annuity Fund Plan will be compensated for one-third of their unused sick leave entitlement accumulated under the provisions of Paragraph A of this Article. Compensation rate per diem is to be one two-hundredths (1/200) of the teacher's base contract salary at the time of eligible resignation or retirement.

ARTICLE XVIII SUBSTITUTES

The Board will make a reasonable effort to provide duly qualified substitutes. Substitutes will be assigned to cover duties of absent teachers, where necessary, provided qualified substitutes are available.

ARTICLE XIX PROFESSIONAL DEVELOPMENT

As is true in all professions the primary responsibility for upgrading and updating rests with the individual. However, the Board recognizes the potential value of continuing course work when such study is directly relevant to the teacher's field and to his performance in the classroom. The Board agrees to pay tuition up to the amount of New Jersey State College costs for such courses or $\frac{1}{4}$ of private institution tuition up to \$100 per credit in the 1986-87 school year, up to \$125 per credit in the 1987-88 school year, and up to \$150 per credit in the 1988-89 school year.

Whenever in the best judgment of the Superintendent it is in the best interest of the school system, support will be given through administrative scheduling of conferences and workshop attendance for designated teachers.

Graduate credits applicable for salary guide advancement in accordance with the Article are to meet the following conditions:

- a. Credits earned for the Masters Column are to be earned in a matriculated graduate degree program for a higher degree.
- b. Graduate credits for application beyond the Masters column may be earned in a non-matriculated program in which case the courses must be those offered by an accredited institution in a legitimate college graduate degree program requiring scheduled attendance for advanced study over at least one term or semester in which regular attendance, examinations, class presentations or papers are required of the student.
- c. Mini-courses given for salary guide credit and carrying one-half Madison in-service credit for each five sessions of two hours duration, following successful participation and completion of course requirements, may be applied for advancement beyond the Master's column.

Workshops, seminars and courses which do not meet the graduate course requirements above in Matriculated programs may be approved but will be eligible only for tuition or registration reimbursement. In all instances, whether for salary guide advancement or tuition reimbursement, prior approval and authorization of the Superintendent and the Board will be required.

ARTICLE XX INSURANCE COVERAGE

- A. The Board of Education will make available full major medical coverage for all employees and dependents and agrees to pay one hundred per cent (100%) of the premium cost.
- B. The Board will make available Blue Cross, Blue Shield, and Rider J for all employees and their dependents. It agrees to pay one hundred per cent (100%) of the premium costs for employee and dependent coverage, subject to non-duplication and coordination of benefits clauses. The Board reserves the right to select the carrier.

- C. The Board of Education will make available for all employees and dependents the New Jersey Dental Service Plan Inc., and agrees to pay program costs as outlined in Appendix "A", p. 46.

ARTICLE XXI DEDUCTIONS

In accordance with N.J.S.A. 52:14-15, 9e, as amended, and the rules and regulations of the State Board of Education pertaining thereto, dues for professional membership will be deducted from individual salary accounts by the Board of Education.

ARTICLE XXII MISCELLANEOUS PROVISIONS

- A. The parties to this agreement hereby adopt in full recently legislated law entitled Chapter 477 P.L. 1979.

Said adoption pertains solely to the unit represented by the Madison Education Association. The Board agrees to implement payroll deduction as is presently operative in the district and will include the collection and transmittal of this fee pursuant to the present procedure.

- B. The Association agrees that the Agency Shop Fee to be collected for each listed non-member of the Association shall be no more than the maximum permitted by law which is 85%.
- C. The provisions for collection and transmittal of this Fee shall be governed by Chapter 233, P.L. 1969 (N.J.S. 52:14-15. 9E). The Association agrees to establish a demand

and return provision to be in effect July 1, 1984 and to save harmless the Board in all matters of application of Paragraph A of this article. It is agreed that Board compliance with the procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this agreement.

- D Any individual contract between the Board and an individual teacher, hereto or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- E The Board and the Association each agree to pay one-half (1/2) of the costs of the final printing of this Agreement in booklet form.
- F Official notices concerning negotiations between the parties shall be given to the president of the Association, the chairman of the Association's negotiations team for the Association, and to the Superintendent for the Board.

ARTICLE XXIII DURATION

- A This agreement shall be effective as of July 1, 1986 and shall continue in effect until June 30, 1989 with no reopeners during the term of the Agreement unless mutually agreed by the parties.
- B In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the

Boerd has caused this agreement to be signed by its President, attested by its secretary, all on the day and year below written, and all officers whose signatures are affixed hereto verify that this Agreement has been duly ratified by each respective party and such officer is authorized to affix his signature hereto.

MADISON EDUCATION ASSOCIATION, INC.

BY:

Margaret A. Housman
President

Margaret A. Housman

Aldona J. Skrypa
Secretary

Aldona J. Skrypa

THE BOARD OF EDUCATION
OF THE BOROUGH OF MADISON

BY:

Margaret E. Draeger
President

Margaret E. Draeger

Dominic J. Butler
Secretary

Dominic J. Butler

Date of Signing: September 2, 1986

**MADISON PUBLIC SCHOOLS
MADISON, NEW JERSEY
TEACHER SALARY GUIDE 1986-87, 1987-88 and 1988-89**

\$1,500 differential for earned doctorate on every related step of the MA+30 guide in each year.

SCHEDULE B EXTRA CURRICULAR ACTIVITIES SALARY SCALE

ACTIVITY	Longevity Step	1988-87					1987-88					1988-89				
		1-2	3-4	5-6	7-8	9-19	1-2	3-4	5-6	7-8	9-19	1-2	3-4	5-8	7-8	9-10
		1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
HIGH SCHOOL																
Accounts		905	1974	1399	1583	1922	959	1128	1388	1652	2919	997	1184	1434	1745	2119
AFS		1575	1733	1943	2205	2520	1854	1829	2040	2315	2848	1736	1911	2142	2431	2778
Cheerleaders		1990	2160	2386	2669	3008	2090	2268	2505	2802	3158	2194	2381	2631	2942	3318
Cheerleaders Asst.		1575	1744	1970	2253	2592	1653	1831	2068	2365	2721	1735	1922	2171	2483	2857
Class Adviser (Sr)		1086	1255	1481	1764	2193	1140	1318	1555	1852	2209	1197	1384	1633	1945	2319
Class Adviser (Jr)		1086	1255	1481	1764	2103	1149	1318	1555	1852	2209	1197	1384	1633	1945	2319
Dodger		633	803	1029	1312	1851	665	843	1081	1377	1734	698	885	1135	1448	1820
Dramatics		1447	1817	1843	2128	2485	1520	1898	1935	2232	2589	1596	1783	2032	2344	2718
Glyphs		995	1185	1391	1674	2913	1045	1223	1489	1757	2114	1097	1284	1534	1845	2219
Marching Band/ Band Front		2081	2250	2477	2759	3098	2185	2383	2600	2897	3253	2294	2481	2730	3042	3418
Musical (2)		2533	2703	2929	3212	3551	2640	2828	3075	3372	3728	2793	2980	3229	3541	3915
Stage Band		995	1185	1391	1674	2913	1045	1223	1460	1757	2114	1097	1284	1534	1845	2219
Student Council		995	1185	1391	1674	2013	1045	1223	1460	1757	2114	1097	1284	1534	1845	2219
Yearbook		2443	2612	2638	3121	3468	2565	2743	2980	3277	3633	2693	2869	3129	3441	3815
BOYS SPORTS																
Baseball Head		2714	2884	3110	3393	3731	2850	3028	3285	3582	3918	2992	3179	3429	3740	4114
Baseball Asst.		2261	2431	2857	2949	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Baseball Fresh		1809	1979	2205	2488	2827	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Basketball Head		2714	2884	3110	3393	3731	2650	3028	3285	3562	3918	2992	3179	3429	3740	4114
Basketball Asst.		2261	2431	2857	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Basketball Asst. JV		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Basketball Fresh		1809	1979	2295	2488	2627	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Bowling		1809	1979	2205	2488	2827	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Cross Country Hd		1900	2069	2296	2578	2917	1995	2173	2410	2797	3083	2095	2282	2531	2843	3217
Cross Country Asst		1447	1817	1843	2126	2485	1520	1898	1935	2232	2589	1596	1783	2032	2344	2718
Football Head		3437	3607	3834	4116	4455	3609	3788	4025	4322	4678	3790	3977	4227	4538	4912
Football Asst (3)		2533	2703	2929	3212	3551	2660	2838	3075	3372	3728	2793	2980	3229	3541	3915
Football Fresh		2533	2793	2929	3212	3551	2660	2838	3075	3372	3728	2793	2980	3228	3541	3915
Football Asst Fresh		2171	2341	2567	2860	3200	2280	2458	2695	3003	3360	2394	2581	2830	3153	3526
Golf		1809	1979	2205	2488	2827	1900	2078	2315	2812	2968	1995	2182	2431	2743	3117
Ice Hockey		2533	2703	2929	3212	3551	2660	2838	3075	3372	3728	2793	2980	3229	3541	3915
GIRLS SPORTS																
Soccer Head		2714	2884	3119	3393	3731	2850	3028	3265	3562	3918	2992	3179	3429	3740	4114
Soccer Asst.		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Soccer Fresh		1809	1979	2205	2488	2827	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Swimming		1809	1979	2205	2488	2827	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Tennis		2261	2431	2857	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Track Head		2714	2884	3110	3393	3731	2850	3028	3265	3562	3918	2992	3179	3429	3740	4114
Track Asst.		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Winter Track Head		2443	2812	2838	3121	3460	2565	2743	2980	3277	3633	2693	2880	3129	3441	3815
Winter Track Asst		1900	2069	2296	2578	2917	1995	2173	2419	2797	3083	2095	2282	2531	2843	3217
Wrestling Head		2714	2884	3110	3393	3731	2850	3028	3265	3562	3918	2992	3179	3429	3740	4114
Wrestling Asst.		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Wrestling Fresh		1809	1979	2205	2488	2827	1900	2078	2315	2812	2968	1995	2182	2431	2743	3117
GIRLS SPORTS																
Basketball Head		2714	2884	3110	3393	3731	2850	3028	3265	3562	3918	2992	3179	3429	3740	4114
Basketball Asst.		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Field Hockey Head		2281	2431	2857	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Field Hockey Asst		1809	1979	2205	2488	2827	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Gymnastics		1990	2160	2386	2669	3008	2090	2268	2505	2802	3158	2194	2381	2631	2942	3316
Soccer Head		2714	2884	3119	3393	3731	2850	3028	3265	3582	3918	2992	3179	3429	3740	4114
Soccer Asst.		2262	2431	2857	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Softball Head		2714	2884	3119	3393	3731	2850	3028	3285	3582	3918	2992	3179	3429	3749	4114
Softball Asst.		2261	2431	2857	2940	3279	2375	2553	2799	3087	3443	2494	2681	2939	3242	3618
Softball Fresh		1809	1979	2295	2488	2827	1900	2078	2315	2612	2968	1995	2182	2431	2743	3117
Tennis		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Track Head		2714	2884	3110	3393	3731	2850	3028	3285	3582	3918	2992	3179	3429	3749	4114
Track Asst.		2262	2431	2857	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
Volleyball		2261	2431	2657	2940	3279	2375	2553	2790	3087	3443	2494	2681	2930	3242	3618
JUNIOR SCHOOL ACTIVITIES																
Sports-Boys-Fall		814	984	1219	1493	1832	855	1033	1271	1567	1924	898	1084	1334	1648	2020
-Boys-Spring		833	803	1029	1312	1651	865	843	1081	1377	1734	888	885	1135	1448	1826
-Boys-Winter		633	803	1029	1312	1651	665	843	1081	1377	1734	698	885	1135	1448	1820
Sports-Girls-Fall		905	1974	1300	1583	1922	950	1128	1386	1662	2019	997	1184	1434	1745	2119
-Girls-Spring		905	1074	1300	1583	1822	950	1128	1366	1682	2019	997	1184	1434	1745	2119
-Girls-Winter		814	984	1218	1483	1832	856	1033	1271	1567	1924	898	1084	1334	1646	2020
Musical		995	1185	1391	1674	2913	1045	1223	1489	1787	2114	1097	1284	1534	1845	2219
Student Council		1875	1733	1943	2205	2520	1854	1829	2040	2315	2848	1736	1911	2142	2431	2778
Jr School Yearbook		1086	1265	1481	1784	2183	1140	1318	1555	1852	2209	1197	1383	1633	1945	2319

1. The Board will consider placement on the ECA Guide based on previous experience, within and outside of the district

PART B — SECRETARIES

ARTICLE I RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for the identified secretarial/clerical personnel under contract with the Board including:
- Secretary to the High School Principal
 - Secretary to the Junior School Principal
 - Secretary to Elementary School Principal
 - Payroll Bookkeeper
 - Secretary to Assistant Principal and Dean of Students
 - Secretary to Child Study Team
 - Secretary - High School Guidance Department
 - High School Office Clerk
 - Junior School Office Clerk
 - High School Library Clerk
 - Accounts Payable Secretary
 - Secretary Administrative Office
- B. The inclusion of positions not listed above may be a proper subject for future negotiations.
- C. Unless otherwise indicated, the term "employee" or "secretary" when used hereinafter in this Agreement shall refer to the employees represented by the Association.

ARTICLE II SCOPE OF AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, and its amendments under Chapter 123, Public Laws of 1974, in a good faith effort to reach an agreement on matters concerning terms and conditions of employment. Such negotiations shall begin not earlier than 1 August nor later than 1 October of the calendar year

preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall not be effective unless reduced to writing and signed by authorized representatives of the Board and the Association.

- B. This Agreement incorporates the entire understanding of the Board and the Association on all matters which were or could have been the subject of negotiations.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III WORK YEAR

- A. The work year is defined as all days on which the secretary's attendance is required.
- B. The work year for secretaries under contract from July 1 to June 30 shall not exceed 240 days.

The work year for secretaries under contract from August 1 to June 30 shall not exceed 220 days.

The work year for secretaries under contract from September 1 to June 30 shall not exceed 200 days.

The work year for secretaries under contract for school days only shall include all days when school is in session.

ARTICLE IV WORKDAY

- A. Each Secretary is expected to work seven (7) hours per day and in addition may take up to one(1) hour for lunch. Specific work schedules shall be established by the immediate supervisor.
- B. If a Secretary is required to work more than 37 ½ hours per week during the work year she shall be entitled to compensatory time retroactive from 35 hours.
- C. When school is closed for an emergency, secretaries shall not be required to report to work.

- D. On days when schools are closed to students but when secretaries are required to work, they shall work a six (6) hour day.

ARTICLE V EVALUATION

- A. Each Secretary is expected to continuously strive toward professional improvement and demonstrate evidence of satisfactory professional growth.
- B. The performance of each employee shall be evaluated annually by members of the administrative and supervisory staff responsible for the individual's supervision. Secretaries will receive a written copy of their annual evaluation.
- C. Secretaries who have demonstrated satisfactory performance and service and upon recommendation of the Superintendent of Schools will be eligible to receive salary increases or adjustments for the following year. Employees who have not demonstrated satisfactory performance and service will not be recommended and will not be eligible to receive salary adjustments or increases.

ARTICLE VI SALARIES

- A. The salary guide for employees represented by the Association is set forth in Salary Guide A as appended.
- B. Job classification and salary entry level shall be determined by the Superintendent at the time of employment after considering the qualifications and experience of the new employee as well as the classifications and salaries of experienced veteran employees.
- C. Normal annual salary increases as indicated in the guide represent the general policy for employees who have demonstrated satisfactory performance and service as described under the article entitled Evaluation.
- D. Personnel who qualify for reclassification of grade or change of position shall be placed in the proper classification on Salary Guide A at the same guide step as previously held.

- E. Salary Guide A is based on and assumes that positions within each classification are full time for 12 months. Salaries of persons employed for lesser amounts of time of portions of a year will be determined on a pro rata basis.

ARTICLE VII LEAVES OF ABSENCE

- A. All contract secretaries shall be entitled to sick leave according to the following schedule:
1. All contract secretaries employed on a ten (10) month basis shall be allowed sick leave with full pay for eleven (11) days during the work year.
 2. All contract secretaries employed on an eleven (11) month basis shall be allowed sick leave with full pay for twelve (12) days during the work year.
 3. All contract secretaries employed on a twelve (12) month basis shall be allowed sick leave with full pay for thirteen (13) days during the work year.
 4. If any such person requires in any contract year less than the number of days of sick leave with pay allowed, all days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.
- B. For each day's absence due to personal illness in a given year after the secretary's sick leave has been exhausted, deductions from the employee's annual compensation otherwise payable shall be made according to the following schedule:

10 month employees — 1/400th
11 month employees — 1/440th
12 month employees — 1/480th

In the event of continued illness, no payment will be made with respect to any period beyond the end of the contract year in which sickness begins.

- C. At the discretion of the Superintendent a leave of absence at full salary in any year may be granted for religious, legal business, household or family matters of such a nature as cannot be cared for during out-of-work hours.
- D. Leaves without pay, not designated herein, may be considered by the Superintendent on the merits of the individual's request.
- E. A maternity leave of absence shall be granted without pay for the balance of a contractual year. Time on maternity leave shall not be credited for salary or sick leave purposes. It is the responsibility of the pregnant secretary to notify the Superintendent of her condition as soon as possible and to present a doctor's statement of her fitness to continue work. She may continue in her assignment until the Superintendent is notified by a medical doctor that her leave should commence. Leaves of absence for maternity reasons may not be continued for a second year.
- F. All benefits to which a salaried secretary was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored to the secretary upon return and the secretary shall be assigned the same position which she held at the time said leave commenced, if available. If not, a substantially equivalent paying position will be assigned.
- G. Professional Day for Secretaries — Office personnel may apply to the Superintendent of Schools for approval to attend professional conferences and meetings by submitting programs and other pertinent information. If approval is granted, the Board of Education shall financially sponsor the delegate to one (1) conference annually.
- H. Sick Leave Conversion Benefit — Persons who resign from the District after 15 years service in the district at the time of termination or who retire from the district under the New Jersey Public Employee Retirement System will be compensated for one-third of their unused sick leave entitlement accumulated under the provisions of their employment with the district. Compensation rate per diem is to be one-two hundred and fortieth (1/240) of the employee's base contract salary at the time of eligible resignation or retirement.

ARTICLE VIII VACATIONS AND HOLIDAYS

- A. Experience credit for secretaries, for vacation purposes, shall be computed on the basis of anniversary date of full-time employment. Vacation entitlement shall accrue as of June 30 of each year. Twelve month employees with one or more years of employment as of June 30 shall be entitled to vacation days as provided below. Twelve month employees with less than one year of employment as of June 30 shall be entitled to one day of vacation for each month of employment beginning with the third month after date of employment, vacations for twelve month employees are to be taken during the period between close of school in June to school opening in September.

Eleven month employees with one or more years of employment as of June 30 shall be entitled to vacation days as provided below. Eleven month employees with less than one year of employment as of June 30 shall be entitled to one day of vacation for each month of employment, vacations for eleven month employees are to be taken during the school year when schools are not in session.

- B. Time on leave without pay shall not accrue toward vacation entitlement.
- C. The number of vacation days granted to twelve month employees during the summer (i.e., from the close of school in June to the opening of school in September) shall be as follows:

Secretaries under contract for 12 months: One through four years experience in Madison — 10 days per year. Five years but less than 10 years experience in Madison 15 days per year. 10 plus years experience in Madison 20 days per year.

The number of vacation days granted to eleven month employees during the time schools are not in session (i.e., Christmas vacation, Winter or Spring vacation) are as follows:

Secretaries under contract for 11 months: 10 days per year between September 1 and June 30. One day per year will be added to vacation after each five years experience in Madison.

Secretaries under contract for 10 months: Scheduled office closings.

Secretaries under contract for school days only: None.

- D. If schools are closed, 12 holidays per year will be granted in accordance with the following schedule:

July 4, Labor Day, Friday of NJEA Convention, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day after Christmas Day, New Year's Day, One day of February (President's Day), Good Friday, Easter Monday, Memorial Day.

- a) Close 1 hour after scheduled dismissal of pupils on Wednesday prior to Thanksgiving recess.
- b) Close at 12:30 p.m. Christmas Eve and New Year's Eve.
- c) When Christmas Eve and New Year's Eve fall on a Saturday or Sunday, a one day holiday will be scheduled by the Superintendent of Schools during the Christmas/New Year's week.

ARTICLE IX MEDICAL COVERAGE

- A. The Board of Education will make available full major medical coverage for all employees and dependents and agrees to pay one hundred per cent (100%) of the premium cost.
- B. The Board will make available Blue Cross, Blue Shield, and Rider J for all employees and their dependents. It agrees to pay one hundred per cent (100%) of the premium costs for employee and dependent coverage, subject to non-

duplication and coordination of benefits clauses. The Board reserves the right to select the carrier.

- C. The Board of Education will make available for all employees and dependents the New Jersey Dental Service Plan Inc., and agrees to pay program costs as outlined in Appendix "A", p. 46.

ARTICLE X AGENCY SHOP

- A. The parties to this agreement hereby adopt in full recently legislated law entitled Chapter 477 P.L. 1979.

Said adoption pertains solely to the unit represented by the Madison Education Association. The Board agrees to implement payroll deduction as is presently operative in the district and will include the collection and transmittal of this fee pursuant to the present procedure.

- B. The Association agrees that the Agency Shop Fee to be collected for each listed non-member of the Association shall be no more than the maximum permitted by law which is 85%.
- C. The provisions for collection and transmittal of this Fee shall be governed by Chapter 233, P.L. 1969 (N.J.S. 52:14-15. 9E). The Association agrees to establish a demand and return provision to be in effect July 1, 1984 and to save harmless the Board in all matters of application of Paragraph A of this article. It is agreed that Board compliance with this procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this agreement.

ARTICLE XI GRIEVANCE PROCEDURE

- A. Definitions

- 1. The term "grievance" shall mean a complaint by an employee represented by the Association that there

has been as to him a violation, misinterpretation, or inequitable application of a specific article or section of this Agreement.

The term "grievance" shall not be deemed applicable in the following instances:

- (a) The termination of services, or failure or refusal of the Board to re-employ any secretary.
 - (b) In matters where, at any step, a method of review is prescribed by law or by a rule or regulation of the State Board of Education.
 - (c) In matters where the Board is without authority to act.
2. An "aggrieved person" is the person making the claim.
 3. A "party in interest" is the person making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
 4. The term "immediate supervisor" means the person to whom the "aggrieved" is directly responsible.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting secretaries which may arise from time to time regarding the terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association.

C. Procedure:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. An aggrieved person shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence of the alleged grievance. Failure to act within this period shall be deemed to constitute abandonment of the grievance.
3. The employees represented by the Association agree to follow all written and verbal directives issued by the Superintendent, other administrators, or the immediate supervisor, even if such directives are allegedly in conflict with the provisions of this agreement.
4. The filing and pendency of a grievance should in no way affect the normal relationship or responsibility under an employee's contract with that employee's supervisors.
5. Level One

An employee with a grievance shall first discuss it with his principal and/or the administrator responsible for that unit with the objective of resolving the matter informally.

If the aggrieved person is not satisfied with the disposition of his grievance at Level One within five (5) workdays from the determination or if no decision has been reached within five (5) workdays after presentation of the grievance it may be submitted in writing to the office of the Superintendent of Schools for determination. The grievance shall specify:

- (a) The nature of the grievance
- (b) The results of the previous discussions

- (c) The basis of the dissatisfaction with the Level One determination

A copy of the writing shall be furnished by the aggrieved to the principal and/or immediate supervisor of the aggrieved.

Within eight (8) workdays from the receipt of the grievance (unless a different period is mutually agreed to) the Superintendent or his designee shall hold a hearing at which the parties in interest shall have the right to be heard.

Within eight (8) workdays following the completion of this hearing the Superintendent or his designee shall advise the employee of his determination.

6. Level Two

If the aggrieved is not satisfied with the disposition of his grievance at Level One within five (5) school days from the determination, or if no decision has been reached within five (5) school days after presentation of the grievance it may be submitted in writing by the aggrieved or by the chairman of the Association's Committee on Professional Rights and Responsibilities to the office of the Superintendent of Schools for determination. The grievance shall specify:

- a. The nature of the grievance;
- b. The results of the previous discussion;
- c. The basis of the dissatisfaction with the Level One determination.

A copy of the writing shall be furnished by the aggrieved to the principal and/or the immediate superior of the aggrieved.

Within eight (8) school days from the receipt of the grievance (unless a different period is mutually agreed to) the Superintendent shall hold a hearing at which all parties shall have the right to be heard.

Within eight (8) school days, following the completion of the hearing the Superintendent shall advise the teacher and his representative of his determination.

7. Level Three

In the event that the Superintendent or his designee fails to act or if the determination by him is deemed unsatisfactory by the aggrieved, within eight (8) workdays of his failure to act or within eight (8) workdays of his determination, an appeal may be made to the Board of Education.

If an appeal is taken to the Board there shall be submitted by the appellant:

- (a) The specifications called for under Level Two;
- (b) A statement setting forth appellant's dissatisfaction with the Administrative determination.

A copy shall be furnished to the Superintendent and to the principal and immediate supervisor of the appellant.

If the appellant, in his appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, shall be held.

The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, the principal, the immediate supervisor and the Superintendent of its determination.

8. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three or if no decision has been rendered within thirty (30) calen-

dar days after the grievance was delivered to the Board, he may submit his grievance for advisory arbitration.

The Board and aggrieved shall than be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

C. Rights to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option by a representative. Whenever the employee appears with a representative the Board shall have the right to designate a Board representative to participate at any stage of the grievance procedure.
2. An employee and his representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

DURATION

See Article XXIII Part A of this Agreement.

**MADISON SCHOOL DISTRICT
SECRETARIAL SALARY GUIDE "A"
For 1986-87, 1987-88, and 1988-89**

	1986-1987			
	Clerk/Typist	Secretary II	Secretary I	Executive Secretary II
A.	11,000	12,000	13,000	14,100
B.	11,400	12,400	13,550	14,700
C.	11,800	12,800	14,100	15,300
D.	12,800	13,800	15,100	16,300
E.	13,300	14,300	15,700	16,900
F.	13,800	14,800	16,300	17,500
G.	14,400	15,400	17,000	18,200
H.	15,000	16,000	17,700	18,900

Scheduled total annual increase for the twelve (12) month secretaries off guide in 1986-87 shall be \$2,100.00.

Secretaries whose employment contract is less than full twelve (12) months are to be provided with a pro-rated amount.

Payroll Bookkeeper is paid an additional \$1,000.00 on all steps on Executive Secretary II guide.

	1987-1988			
	Clerk/Typist	Secretary II	Secretary I	Executive Secretary II
A.	11,700	12,800	13,650	14,700
B.	12,200	13,100	14,200	15,300
C.	12,700	13,600	14,750	15,900
D.	13,500	14,400	15,750	16,900
E.	14,000	14,950	16,300	17,500
F.	14,500	15,500	16,900	18,100
G.	15,000	16,050	17,500	18,700
H.	15,600	16,600	18,100	19,400

Scheduled total annual increase for the twelve (12) month secretaries off guide in 1987-88 shall be \$1,200.00.

Secretaries whose employment contract is less than full twelve (12) months are to be provided with a pro-rated amount.

Payroll Bookkeeper is paid an additional \$1,000.00 on all steps on Executive Secretary II guide.

	1988-1989			
	Clerk/Typist	Secretary II	Secretary I	Executive Secretary II
A.	12,500	13,400	14,000	15,400
B.	13,000	13,900	14,500	16,000
C.	13,500	14,400	15,050	16,600
D.	14,300	14,900	16,050	17,400
E.	14,800	15,500	16,800	18,200
F.	15,300	16,100	17,600	18,900
G.	15,800	16,800	18,200	19,400
H.	16,900	17,350	18,800	20,700

Scheduled total annual increase for the twelve (12) month secretaries off guide in 1988-89 shall be \$1,300.00

Secretaries whose employment contract is less than full twelve (12) months are to be provided with a pro-rated amount.

Payroll Bookkeeper is paid an additional \$1,000.00 on all steps on Executive Secretary II guide.

Appendix A
New Jersey Dental Plan Coverage,
1986-1987 and 1987-1989

1986-1987

	Co-Payment Percent	
	Plan	Employee
Preventative *	100	0
Diagnostic *	100	0
Basic *	60	40
Crowns, restorations, inlays *	50	50
Prosthodontic *	50	50
Orthodontic #	50	50

* \$1,000.00 maximum amount payable by Plan per eligible patient per year.

\$ 800.00 maximum per case payable by Plan (separate from the \$1,000.00 mentioned above).

Board cost per eligible employee \$324.00

1987-1989

	Co-Payment Percent	
	Plan	Employee
Preventative *	100	0
Diagnostic *	100	0
Basic *	70	30
Crowns, restorations, inlays *	70	30
Prosthodontic *	50	50
Orthodontic #	50	50

* \$1,000.00 maximum amount payable by Plan per eligible patient per year.

\$ 800.00 maximum per case payable by Plan (separate from the \$1,000.00 mentioned above).

Board cost per eligible employee \$377.40